

**REVISED
July 25, 2003**

**REQUEST FOR PROPOSAL
Notice to Prospective Proposers**

~~May 30, 2003~~ July 25, 2003

You are invited to review and respond to ~~this~~ this amended Request for Proposal (RFP), entitled Kit for New Parents, CCFC 6909. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.dgs.ca.gov/contracts. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Children and Families Commission (CCFC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Bryan Hobson
California Children and Families Commission
501 J Street, Suite 530, Sacramento, CA 95814
(916) 323-0056 phone
(916) 327-8493 fax

There ~~will be~~ was a Pre-proposal Conference held on June 20, 2003. Attendance at the Conference ~~will be~~ was mandatory for those who want to submit a proposal, ~~and attendees must confirm their intent to participate in the pre-proposal conference in advance by calling Myrtle Jones at (916) 327-8505 by May 30th.~~ Each organization participating at the Conference ~~will receive~~ has received one Kit for New Parents and other materials germane to the submission of a proposal.

This RFP ~~and any future related information, as well as the list of attendees at the pre-bidders' conference, the Question and Answer document and other requested information from the bidders' conference,~~ can be viewed and downloaded at Internet site www.ccfc.ca.gov.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Finally, please note that the Time Schedule on page 7 reflects new dates for submission of proposals and other process to complete and award a contract from this Request for Proposal.

Bryan Hobson, Chief
Administration Division

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A) Purpose and Description of Services

Purpose

The California Children and Families Commission (CCFC) oversees the First 5 California program. In November 2001 First 5 California launched a free Kit for New Parents with our 58 County Commissions as partners. The Kit for New Parents is a box of resource materials geared toward new and expecting parents that contains basic information on parenting skills, the importance of early childhood development, and key resources available to families of young children. The current components of the Kit include the following (Exhibit 1 of the Sample Contract contains the specifications of each component):

- Series of 6 videos on parenting issues, shrink-wrapped
- Series of 8 brochures that complement the videos, paper-banded
- Baby board book
- Parents Guide
- Feedback Postcard (postage-paid)
- Filler paper
- Flyer for Healthy Families program
- Box, which contains the above components

This project is for the production and/or procurement of all components that make up the Kit, and the order, assembly, and shipping of Kits to individuals and to our partners, for a period of three years. Since its inception, the Kit has been available in English and Spanish versions. Currently, additional versions are being developed in traditional Chinese (written), Mandarin and Cantonese (spoken), Vietnamese and Korean. All of those versions will be produced and disseminated in this agreement. The contractor will be provided with masters of the Kit components in each language, and the contractor will be responsible for producing and/or procuring Kit components in all designated languages.

Kits containing only the above items are referred to as "basic Kits" by County Commissions that partner with the CCFC in this project. Kits with added local materials provided by County Commissions are referred to as "custom Kits" and will vary in the additional items included. Currently, nineteen counties include customized contents in their Kits. See the list of custom items in Exhibit 2 of the Sample Contract.

Background

In November 2001 the Kit for New Parents project was launched through a contract for procurement and fulfillment. The existing contract, which ends in 2003, will have produced 1,250,000 Kits, with the majority being disseminated to county partners. The Commission has authorized funding for the Kit for another three years with a projected minimum of 250,000 Kits produced each year.

Each of the current components in the Kit was developed by a different organization. The videos were prepared by the I Am Your Child Foundation, which then granted the original tapes to the Commission. The University of California, Berkeley, developed the Parents Guide and holds the copyright on that material. The brochures, baby book, and box were selected/developed by CCFC personnel.

The Kits are distributed using three different methods:

1. The Children and Families County Commissions in each of California's 58 counties are allocated a number of Kits (previously based on the county's annual birth rate). In turn, each County Commission establishes partnerships with local organizations for the "in person" dissemination of Kits. These partners could include, but are not limited to, delivery hospitals, prenatal clinics, OB/GYNs, WIC clinics, and home visiting programs. There are about 2,000 partners throughout the State. Approximately 900 of them are in Los Angeles County.

2. If one of the aforementioned partners does not have the storage space to keep Kits on hand for their clients, that organization may provide their clients with a postage-paid mail-in order postcard, which can be mailed to the contractor for fulfillment, but also contains the 800 numbers so a phone order for a single Kit may be placed if that is the client's preference.
3. CCFC advertises the availability of Kits through paid and free media. Parents may call 1-800-KIDS-025 for one free English Kit or 1-800-50-NINOS for one free Spanish Kit. Only one Kit can be ordered using this 800 number, commonly called the "Hotline".

An evaluation of the pilot test of the Kit for New Parents, along with samples of English and Spanish Kit materials, are available for viewing on the CCFC website, www.ccfc.ca.gov.

Problem Statement

The California Children and Families Commission (CCFC) has developed the Kit for New Parents as a resource for distribution to California's new parents each year. A pilot dissemination of the Kit indicated that parents find the Kit extremely useful. Now our goal is to produce and distribute the Kit for New Parents to all families with young children. The current contract terminates in 2003. This RFP is intended to provide continuing services for production/procurement, ordering, assembly, and shipping upon completion of that contract. On January 16, 2003, the CCFC voted unanimously to continue funding the Kit for New Parents for three years. In addition to new parents, the Kit is suitable for caregivers of children from birth to five, many of whom use the 800 number to order a Kit for themselves. There may also be a market for sales of Kits in the future to other states or to our partners who desire Kits in excess of their allocation.

Scope of Work

The proposer agrees to produce and/or procure the components as listed in Exhibit 1 of the Sample Contract; take orders, assemble, and ship single and multiple orders for basic or custom Kits from individuals and organizations; maintain allocation and inventory records, provide inventory planning to prevent being out-of-stock on any items, and provide oral and written reports to CCFC personnel. In addition, pending Department of Finance's approval, the proposer agrees to provide necessary support to allow the Kit and its components or related products to be sold in the future. This includes, but is not limited to, the ability to provide customer service; to allow sales by ~~cash-check~~ or money order, purchase order and credit card; account for all monies to be reimbursed to the CCFC; and estimate costs of the foregoing to establish a Kit price based on reimbursement of cost only.

For "Custom Kits", the proposer agrees to add up to five "Custom Kit" items for any county Commission who wants to customize its Kits. (Please refer to Page 9)

In addition, the proposer agrees to alter Kit components upon directions from CCFC personnel in future years. A content review of the Kit components is scheduled for Fall 2003. The result will be recommendations to the CCFC to include "Additional Items" in the Kit contents, probably in the second and third years of the contract. (Please refer to Page 9.) There may also be modifications to the content or design of components or materials, such as changing or adding colors to printed materials, or updating language to reflect law changes or new proven best practices. Last, technology changes may be made during the period of this contract, such as production of DVD's instead of VHS tapes.

CCFC reserves the right not to initiate certain activities under this proposal and reserves the right not to contract for all items or all Kits identified in this RFP. Proposer agrees to meet with CCFC personnel upon their request.

I. Production and/or Procurement: All components of the Kit for New Parents (See Exhibit 1 of the Sample Contract) must be produced and/or procured by the proposer. All specifications as identified must be followed unless changes are pre-approved by CCFC personnel. For each year of the contract, CCFC anticipates the production of approximately 250,000 Kits, broken into the approximate distribution below:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
English	162,500	87,000	153,250
Spanish	87,500	46,000	86,250
Korean	0	22,000	5,075
Vietnamese	0	35,000	2,150
Chinese	0	60,000	3,275

~~The bid price must apply, regardless of the volume actually ordered and produced.~~

Proposer must agree to:

- A. Monitor quality and consistency of production of basic Kit components, including review of all materials and proofs for correctness and agreement with order specifications.
- B. Oversee production, including delivery of proofs to appropriate CCFC personnel for review and final approval prior to production, plus coordinate and complete all corrections.
- C. Provide itemization of Author Alterations (AA's) that may increase costs (Change Order), in writing, to CCFC personnel.
- D. Coordinate press checks with CCFC or authorized agent.
- E. Maintain and archive an electronic copy of each item printed for CCFC, updating the electronic master each time there is a revision to the item. Obtain written authorization for release of CCFC originals to any other requesting agency/office.
- F. Provide warehouse space for a sufficient supply of Kits/components to meet demand and the shipping requirements under the contract.
- G. Print or procure video (or DVD) sleeves in all languages approved by the CCFC.
- H. Relinquish to CCFC, upon request, all camera-ready masters, negatives, original artwork, print ready art or copy, electronic copies, etc.
- I. Produce and/or procure components to assemble 100,000 Kits within the first 90 working days from the fully executed date of the agreement.
- J. Make modifications to components or materials, as authorized by CCFC personnel.

II. Ordering, Assembly, and Shipping: Take orders using various methods; provide for Kit assembly and shipping; provide inventory management and status reports; provide various payment methods, including cash, purchase order, money order, and credit card; provide adequate space to assemble and store completed Kits, Kit components and related products until shipped; coordinate with CCFC 1-800 line contractor for individual orders; maintain a customer service line during normal business hours, 8 am to 5 pm Monday through Friday.

Proposer must agree to:

- A. Provide timely and accurate order, inventory, and shipping systems. Provide a computer-based system with at least the following functions: Kit component and final finished Kit product inventory control and planning, accounting functions that are pertinent to this contractual agreement, ordering (including orders by sale), and fulfillment management.

- B. Provide accurate, timely (weekly, monthly, or ad hoc) reports on any of the information in letter A immediately above for use by CCFC.
- C. Work with CCFC personnel to determine adequate levels of inventory and on the format and information contained in all reports. Provide electronic access to all inventories and shipping system information to CCFC personnel and necessary subcontractors, if needed.
- D. Provide confirmation of custom Kit materials received and inventory for custom Kit materials to each County Commission on a monthly basis.
- E. Provide for assembly of appropriate Kit components in the Kit box in all languages approved by the CCFC, in both basic and custom forms. Assembly of Kit components consists of constructing box; inserting shrink-wrapped series of videos on parenting issues, paper-banded series of brochures, baby book, Parent Guide, feedback postcard, Medi-Cal flyer and box packing material, and sealing the box.
- F. Provide multiple methods for ordering, in particular password-protected on-line ordering capabilities, but also including ordering by phone, mail, or fax, using a fill and print/fax/email form. Send confirmation of accepted or amended orders. Provide an automated tickler that sends changes in order or shipping information to affected clients.
- G. Provide a secure, password-enabled Internet website to allow customers to rapidly access their customer account information, so that each customer can place an order on-line, and see up-to-date account information (in a real-time or overnight batching environment), including 1) allocation, 2) orders received to date, 3) pending orders, 4) shipping dates for past orders and pending orders, 5) special shipping instructions. The website must utilize a compatible platform with the computer-based system addressed in letter A to allow for direct transfer of order information from the web-based ordering system to the computer-based order/fulfillment/distribution systems, with the intent of restricting the key data entry of order information to a single time for each Kit order transaction.
- H. Provide for sufficient number of staff to meet all requirements of the contract regardless of variable order and fulfillment requirements.
- I. Ship all orders within a maximum of 10 working days of receipt of the order, using order receipt date to determine shipping sequence, unless other arrangements are made with CCFC personnel or the county commission placing the order.
- J. Provide tracing and tracking for orders, using UPS, Federal Express and US Postal Service systems, including CASS (Coding Accuracy Support System) for address verification/correction.
- K. Coordinate and maintain a successful working relationship with the subcontractor hired to operate CCFC's 1-800 multi-lingual call center. Volume in calls range from 1,200 calls to over 35,000 calls a month. Their call staff takes mailing information and language preference information to fulfill individual Kit orders, and transfers callers to other numbers where services offered by CCFC are provided. Successful proposer agrees to coordinate efforts with the call center subcontractor, including, receiving daily electronic reports of individual orders to fill; assisting in resolving calls from customers who report not receiving their order, using weekly tracking reports from the call center contractor regarding single-order customers.

B) Minimum Qualifications for Proposers

Proposer must demonstrate:

1. At least 3 years of successful experience in managing contracts with multi-million dollar budgets and similar scope of work, including management, procurement, fulfillment, distribution, printing

and/or video production that requires the involvement of multiple partners, and organizations/agencies with relevant specialized expertise, often under tight timelines.

2. Possession of sufficient and available funds to appropriately operate all project activities without restrictions, limitations, or conditions for at least 60 days of project expenditures.

In order to demonstrate the above minimum qualifications, the following will be required:

1. A description (maximum of three pages) of a qualifying project, identifying the product, the budget and the scope of work as enumerated above in qualification #1, with identification of timelines and use of subcontractors or partners.
2. Copy of financial statements demonstrating adequate cash or proof of credit line in order to operate all project activities and make necessary payments before being reimbursed by the State for expenses incurred for 60 days of the contract.

C) Proposal Requirements and Information

1) **Time Schedule**

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time
RFP available to prospective proposers	May 30, 2003	
Confirmation to Attend the Mandatory Pre-Proposal Conference Deadline*	June 12, 2003	5 pm
Written Question Submittal Deadline**	June 16, 2003	5 pm
Mandatory Pre-proposal Conference***	June 20, 2003	10 am – 2 pm
<u>Amended RFP available to prospective proposers</u>	<u>July 28, 2003</u>	
<u>Deadline for submitting new written questions regarding the amended RFP****</u>	<u>August 1, 2003</u>	
<u>New Question and Answer document posted on website</u>	<u>August 8, 2003</u>	
Proposal Deadline (Received by CCFC)	<u>July 14, 2003</u> <u>August 29, 2003</u>	4 pm
Proposal Evaluation Process	<u>July 15—August 1, 2003</u> <u>September 2—23, 2003</u>	
Notice of Intent to Award	<u>August 4, 2003</u> <u>September 24, 2003</u>	9 am
Last Day to Protest the Award	<u>August 11, 2003</u> <u>October 1, 2003</u>	5 pm
Agreement Award	<u>August 12, 2003</u> <u>October 2, 2003</u>	
Agreement Commencement (proposed)	<u>September 1, 2003</u> <u>November 15, 2003</u>	
Termination of Agreement (proposed)	<u>August 31,</u> <u>2006November 14, 2006</u>	

*Note: So that CCFC will have adequate space and handouts for the mandatory Pre-proposal Conference, a "Confirmation to Attend the Mandatory Pre-proposal Conference" is required in order to participate. Please call Myrtle Jones at (916) 327-8505 by June 12th to confirm your attendance at this conference.

****Note:** To allow adequate time for preparation of responses to questions, given the limited time allowed for submission of the completed proposal, it is highly recommended that questions be faxed ahead of time to CCFC. Questions may also be submitted at the mandatory Pre-proposal Conference. No questions will be accepted after the close of the Pre-proposal Conference. Written responses to questions will be posted on the CCFC website for review.

*****Note:** Due to limited space it is recommended that organizations send only one representative to the Mandatory Pre-Proposal Conference.

******Note:** Because of the changes to the RFP, proposers will be allowed to submit written questions regarding the amendments to the RFP, which will be answered in writing and posted on the website at www.ccfc.ca.gov.

2) Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference is scheduled for June 20, 2003 at 10:00 am – 2:00 pm at the Secretary of State's Auditorium, 1500 11th Street, Sacramento, California, for the purpose of discussing concerns regarding this RFP.

In the event a potential prime contractor is unable to attend the mandatory pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-proposal conference. No proposal will be accepted unless the proposer or his authorized representative was in attendance.

3) Reasonable Accommodations

For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-proposal conference. Please call Myrtle Jones at (916) 327-8505 by June 12, 2003 to arrange for a reasonable accommodation.

4) Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. Address each of the lettered points under the Scope of Work, I. Production and/or Procurement and II. Ordering, Assembly, and Shipping. The Work Plan must describe in detail the tasks and activities to be undertaken in order to accomplish the purpose of the project and produce the required final products. The work plan must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel. Any unanticipated complications that have the potential for interrupting the delivery of services should be discussed, and solutions, alternatives, or contingency plans related to these complications should be proposed as appropriate.

a) Project Personnel

A management and staffing section must be included in the proposal to present a plan for the internal management of contract work that will ensure accomplishment of the tasks. The proposal must include in this section a staff organizational plan which lists all personnel who will be working on the project and their titles, the amount of time devoted to each task, lines of responsibility and approval authority and the name of the person to act as project director. The plan must make clear the relationship of each position to the work plan and should be illustrated with a staff organization chart. The proposal must identify the individuals proposed to fill professional positions and provide for each a résumé that is sufficiently detailed to allow an evaluation of the person's competency and expertise.

b) Facilities and Resources

Facilities arrangements must be disclosed in the Work Plan. Explain where the services will be provided and what type equipment is available to perform the services.

It is expected that the winning contractor will hire subcontractors to do some of the activities listed in the Work Plan. If subcontractors are used, a section must be included in the proposal that identifies the subcontractor(s) and their qualifications, and specifies the tasks to be performed by the subcontractor.

c) Samples

Examples of Previous Work must include one (1) sample each of procurement, fulfillment, and distribution efforts.

5) Cost Detail Format and Requirements

a) Basic Kit

Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing the cost proposal. The cost proposal must include a Total ~~Cost per basic Kit~~ Project Cost. A basic Kit weighs approximately four pounds.

The proposed work should be broken down into the outline in Work Plan and Work Schedule (see 4 above) for the purpose of this proposal. The total costs cannot exceed the actual awarded amount of the agreement. The State will only pay for actual work completed at the rate submitted in the "Cost Proposal." hours actually worked at the rates submitted in the cost proposal and for actual expenses incurred, even if the amount of the charges is less than the total proposal amount.

The amount to be paid to the Contractor under the awarded Agreement includes all costs such as: direct labor and operating overhead; out of pocket expenses for travel and subsistence; subcontracting services; and all taxes, fees, bonds, and insurance. The Contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore.

b) Custom Kit

In order to include the additional cost for custom Kits in the Cost Proposal Worksheet, please calculate ~~Submit~~ the cost per Kit for inserting and shipping custom Kit components provided by County Commissions for assembly of custom Kits. Submit total cost to assemble 50,000 of the 250,000 Kits per year with up to five additional items, not to exceed two pounds in total weight, with three or more as literature components and up to two components as sample or gift items suitable for easy single step insertion into existing Kit box, for cost per custom Kit. ~~Divide by 50,000 Kits to arrive at cost per Custom Kit.~~

c) Additional Items

Provide ~~separate~~ total costs for 3 additional items (to be included in Kit during second and third years of contract, pending content review recommendations). The three items are:

- ✓ Another video
- ✓ Another pamphlet
- ✓ A toothbrush

Use the specifications provided in Exhibit 1 and Exhibit 1A for the additional items.

Include the costs ~~for procuring, storing, assembly in the Production and Procurement, Fulfillment,~~ and ~~s~~Shipping per unit sections of the Cost Proposal Worksheet.

6) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method (no bindings or clasp binders).
- c) All proposals must be submitted under **sealed** cover and received by the California Children and Families Commission by dates and times shown in Section C, Proposal Requirements

and Information, Item 1) Time Schedule, page 7. Proposals received after this date and time will not be considered.

- d) A minimum of (4) hard copies (one original and three copies), of the proposal must be submitted. Winning proposer will be required to provide an electronic copy of the entire proposal in Microsoft Excel and Word.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP # 6909
Kit for New Parents Project Proposal
California Children and Families Commission
Attn: Bryan Hobson
501 J Street, Suite 530
Sacramento, CA 95814

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist (page ~~16~~ 17). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address

U.S. Postal Service Deliveries and Hand Deliveries
(UPS, Express Mail, Federal Express, etc.)

California Children and Families Commission
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the Agreement.

- k) Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with l) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
- q) Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

7) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation

Phase I

The proposals that meet the minimum qualifications will be evaluated and scored by an Evaluation Team selected by CCFC. Each proposal will be individually scored by the Evaluation Team members, and a consensus score developed for each criterion. A proposal

must receive at least 60 points total including at least 24 points for 2a below and at least 21 points for 3a below. Points will be awarded as identified at the beginning of each question. (A responsive proposal is one that meets or exceeds the requirements stated in this RFP.)

For the purposes of this Evaluation process, "Proposer" is defined as a collaborative of entities who have agreed to make this proposal under the aegis of the prime contractor.

Rating/Scoring Criterion

Maximum Possible Points

1. Understanding the Project (5 points):

---To what extent does the ~~proposing firm~~Proposer understand the CCFC's problem or needs?

a) Degree of understanding of the purpose and scope of the project. (5 points)

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-2 Proposer meets some, but not all, RFP requirements in the assessed area.
- 3 Proposer meets all RFP requirements in the assessed area.
- 4-5 Proposer exceeds some or all RFP requirements in the assessed area.

2. Technical Quality of Work Plan (40 points):

- To what extent are systems and processes for production and procurement, ordering, fulfillment, distribution and inventory adequately explained?
- To what extent do the desired processes, outcomes, and deliverables appear to be feasible and achievable in a timely manner?
- Are proposed procedures and methods accomplished electronically to the extent feasible?
- To what extent does the proposer appear to be able to handle and resolve unanticipated complications and delays without interrupting the delivery of services?

- a. Efficiency and feasibility of Work Plan in response to the requirements in the RFP. (30 points)*
- b. Degree of awareness of any conceptual or methodological problems surrounding the project and soundness of the proposed ways to address these problems. (10 points)

***A minimum of 24 points in this segment must be achieved or the proposal will be disqualified.**

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-23 Proposer meets some but not all, RFP requirements in the assessed area.
- 24 Proposer meets all RFP requirements in the assessed area.
- 25-40 Proposer exceeds some or all RFP requirements in the assessed area.

3. Adequacy of Management and Staffing Plan (35 points):

- To what extent does the ~~firm~~Proposer have the organization, management competency, facilities and equipment, personnel expertise and fiscal resources to perform the services being sought?
- To what extent are sufficient staff resources allocated, and will performance be monitored and measured to ensure that all services are successfully performed and reported to CCFC as requested?

---To what extent does the proposer appear to have the capacity to manage fiscal resources responsibly?

- a) Management plan and degree to which it ensures the efficient operation of the Project. (25 points) *
- b) Appropriateness of organizational plan and the extent to which it reflects adequate time commitment to each task and correlates proposed assignments with personnel expertise. (10 points)

***A minimum of 21 points in this segment must be achieved or the proposal will be disqualified.**

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-20 Proposer meets some, but not all, RFP requirements in the assessed area.
- 21 Proposer meets all RFP requirements in the assessed area.
- 22-35 Proposer exceeds some or all RFP requirements in the assessed area.

4. Experience and Expertise of Proposed Staff (10 points):

---To what extent do the professional qualifications of the personnel ~~and subcontractors~~ of the ~~firm~~ Proposer demonstrate ability to succeed in accomplishing these services?

- a) Experience and expertise of proposed staff in the design and conduct of similar project services (10 points)

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-5 Proposer meets some, but not all, RFP requirements in the assessed area.
- 6 Proposer meets all RFP requirements in the assessed area.
- 7-10 Proposer exceeds some or all RFP requirements in the assessed area.

5. Previous Work and References (10 points):

---To what extent has the ~~firm~~ Proposer had successful experience performing work of a similar nature, size, and scope that appropriately qualifies the proposer to perform these services?

---To what extent do the references verify the competency of the proposer to accomplish a Project of this scope and nature?

- a) Quality of samples of previous work. (5 points)
- b) Strength of references concerning projects of a similar nature and scope. (5 points)

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-5 Proposer meets some, but not all, RFP requirements in the assessed area.
- 6 Proposer meets all RFP requirements in the assessed area.
- 7-10 Proposer exceeds some or all RFP requirements in the assessed area.

Total possible points 100

Phase II

This phase consists of evaluating the cost proposals. All proposals that enter Phase II will have received 60 points or more and are considered fully capable of performing the required services.

The Kit for New Parents proposal with the lowest cost will be awarded 50 points. Remaining proposals will be awarded points according to the following formula:

Lowest Price Bid X 50 = points awarded
This Price Bid

The points from Phase II will be added to the points from Phase I, and the contract will be awarded to the responsible bidder with the overall highest combined point total.

If no proposals are received containing bids offering a price, which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an Agreement (Public Contract Code 10344 (d), 10377 (d)).

8) Award and Protest

- a. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the proposers will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.
- b. Notice of the proposed award shall be posted in a public place in the office of California Children and Families Commission, 501 J Street, Suite 530, Sacramento, California and on the following Internet site: www.ccfc.ca.gov for five (5) working days prior to awarding the agreement.
- c. If any proposer, prior to the award of agreement, files a protest with the California Children and Families Commission and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- d. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Children and Families Commission a detailed statement specifying the grounds for the protest.
- e. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204".. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) which can be found on the Internet at www.dgs.ca.gov/contracts .

9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

10) Agreement Execution and Performance

- a) Performance shall start not later than 10 working days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

The Standard Agreement language for the preference programs can be found at the Internet web sites listed below:

- 1) **Small Business Preference**
www.pd.dgs.ca.gov/smbus/sbcert.htm
- 2) **Target Area Contract Preference Act (TACPA)**
www.pd.dgs.ca.gov/edip/tacpa.htm
- 3) **Local Agency Military Base Recovery Area (LAMBRA) Act**
www.pd.dgs.ca.gov/edip/lambra.htm
- 4) **Enterprise Zone Act (EZA)**
www.pd.dgs.ca.gov/edip/eza.htm

E) Required Attachments

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "DVBE Resource Packet" under "Related Web Sites."

The DVBE package and the required submittal forms can be found at the Internet web site listed above.

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>	
_____ Attachment 1	Required Attachment Check List	
_____ Attachment 2	Proposal/Proposer Certification Sheet	
_____ Attachment 3	Cost Proposal Worksheet	
_____ Attachment 4	Proposer References	
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions	
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).	
	Good Faith Effort Documentation – Exhibit A (3 pages)	
_____ Attachment 6	Payee Data Record (STD 204) (if currently not on file)	
_____ Attachment 7	Contractor Certification Clauses (CCC) CCC103. The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard + Language .	
_____ Attachment 8	Target Area Contract Preference Act (TACPA) * -	
_____ Attachment 9	Enterprise Zone Act (EZA) * -	
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA) Act* -	
*If applicable		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works Agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works Agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

COST PROPOSAL WORKSHEET

~~Basic Kit~~

~~I. Production and Procurement~~

~~Identify costs for all components listed in Exhibit 1.~~

~~Total "Production and Procurement" Costs for all components to produce
250,000 Kits:~~

~~\$ _____ (A)~~

~~II. Ordering, Assembly, and Shipping~~

~~For all major activities, including ordering, Kit assembly, storage, shipping, and inventory, identify annual costs for
250,000 Kits.~~

~~Total Costs for "Ordering, Assembly, and Shipping".~~

~~\$ _____ (B)~~

~~Total Costs for "Production and Procurement" plus "Ordering, Assembly, and
Shipping". (A + B)~~

~~\$ _____ (C)~~

~~Total cost for "Production and Procurement" plus "Ordering, Assembly, and
Shipping" divided by 250,000 Kits = Cost per basic Kit (C ÷ 250,000)~~

~~\$ _____ (D)~~

~~Custom Kit~~

~~Total costs to assemble and ship up to five additional items, (selected by the
specific county involved), for approximately 50,000 Kits of the 250,000 Kits
produced per year, with those additional items not to exceed two pounds in
total weight, including three or more as literature components and up to two
components as sample or gift items suitable for easy single step insertion into
existing Kit box. Total costs divided by 50,000 Kits = Incremental additional
cost per custom Kit (see Exhibit 2 for the types of items currently inserted):~~

~~\$ _____ (E)~~

Additional Items

Total costs for each of three additional items (to be included in the Kit during the second and third years of the contract). The items are:		
One additional video (Use specifications found in Exhibit 1)	\$ _____	(F)
One additional pamphlet (Use specifications found in Exhibit 1)	\$ _____	
One toothbrush (Use specifications found in Exhibit 1A)	\$ _____	
Include the costs for "Production/Procurement" and for "Ordering, Assembly, and Shipping"		

~~For purposes of Evaluation in Phase 2, the following formula will be used:~~

~~$.80 (D) + .15 (E) + .05 (F) = \text{Cost per Kit}$~~

~~**Note:**—The number of Kits to be produced per year is an estimate to be used solely for the purpose of computing the basic Kit cost, custom kitting, and additional items pricing, as a fair and equitable formula and is not binding on the awarding agency. However, the basic Kit, custom Kit and additional items pricing quoted above by the proposer shall be binding for the term of this agreement.~~

ATTACHMENT 3

COST PROPOSAL WORKSHEET

I. Production and Procurement

Identify costs for all components listed in Exhibit 1, for three years, using the following categories. Add costs for three unknown Kit items for the second and third year only (see page 10 for description).

DIRECT LABOR

Staff # 1	Hours	Rate	Total
Staff # 2	Hours	Rate	Total

Direct Labor Costs: _____ Grand TOTAL _____

SUBCONTRACTOR (S) COSTS

Subcontractor # 1	Hours	Rate	Total
Subcontractor # 2	Hours	Rate	Total

Subcontractor Costs: _____ Grand TOTAL _____

OPERATING EXPENSES: _____ Grand TOTAL _____

Total Production and Procurement Costs for all components to produce 250,000 Kits per year for three years: _____ \$ _____

II. Fulfillment

For activities including ordering, Kit assembly, and storage, identify costs for 250,000 Kits each year for three years, using the following categories. Include customization costs here for 50,000 of the 250,000 total Kits (see page 10 for specifications).

DIRECT LABOR

Staff # 1	Hours	Rate	Total
Staff # 2	Hours	Rate	Total

Direct Labor Costs: _____ Grand TOTAL _____

SUBCONTRACTOR (S) COSTS

Subcontractor # 1	Hours	Rate	Total
Subcontractor # 2	Hours	Rate	Total

Subcontractor Costs: _____ Grand TOTAL _____

OPERATING EXPENSES: _____ Grand TOTAL _____

Total Fulfillment Costs to produce 250,000 Kits per year for three years: _____ \$ _____

III. Shipping

Include all shipping costs here for 250,000 Kits per year for three years. Include costs for shipping custom Kits and basic Kits. Include costs for the three additional items in years two and three.

DIRECT LABOR

Staff # 1	Hours	Rate	Total
Staff # 2	Hours	Rate	Total

Direct Labor Costs: _____ Grand TOTAL _____

SUBCONTRACTOR (S) COSTS

Subcontractor # 1	Hours	Rate	Total
Subcontractor # 2	Hours	Rate	Total

Subcontractor Costs: _____ Grand TOTAL _____

OPERATING EXPENSES: _____ Grand TOTAL _____

Total Shipping costs for 250,000 Kits per year for three years: _____ \$ _____

IV. Systems Development

For development of systems related to Kit procurement, fulfillment and shipping, including but not limited to, on-line ordering and account information, inventory, sales, Kit tracking, and miscellaneous design changes (see page 4, Scope of Work, for examples).

DIRECT LABOR

Staff # 1	Hours	Rate	Total
Staff # 2	Hours	Rate	Total

Direct Labor Costs: _____ Grand TOTAL _____

SUBCONTRACTOR (S) COSTS

Subcontractor # 1	Hours	Rate	Total
Subcontractor # 2	Hours	Rate	Total

Subcontractor Costs: _____ Grand TOTAL _____

OPERATING EXPENSES _____ Grand TOTAL _____

Total Systems Development Costs for all processes: _____ \$ _____

Total Production and Procurement; Fulfillment; Shipping; and Systems Development Costs for 250,000 Kits per year for three years =Total Project Cost \$ _____

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

1. List below three references of similar types of services performed within the last five years. Do not include CCFC as a reference. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

NOTE TO BIDDERS:

The following ~~22~~23 pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contract person identified on the cover letter for this RFP.

STANDARD AGREEMENT (213)

STD. 213 (NEW 02/98)

AGREEMENT NUMBER
CCFC 6909

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

California Children and Families Commission (CCFC)

CONTRACTOR'S NAME

2. The term of this
Agreement is:

3. The maximum amount \$
Of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Attachment I, Detail Scope of Work

Exhibit 1, Kit Specifications

Exhibit 1A, Toothbrush Specifications

Exhibit 2, County Custom Kit Items

Exhibit B – Budget Detail and Payment

Attachment I, Cost Proposal

* Exhibit C – General Terms and Conditions

GTC103

(Number)

01/01/03

(Dated)

Exhibit D – Special Terms and Conditions

Exhibit E – Additional Provisions

Exhibit F – Staff Resumes

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*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Children and Families Commission

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph P. Munso, Chief Deputy Director

ADDRESS

501 J Street, Suite 530, Sacramento, CA 95814

☐ Exempt per

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to California Children and Families Commission (CCFC) services as outlined in the Kit for New Parents RFP 6909 and the Contractor's written proposal, which are incorporated by reference and become a part of this Agreement, as described herein:

The Contractor agrees to produce and/or procure the components as listed in Exhibit 1; take orders, assemble, and ship single and multiple orders for basic or custom Kits from individuals and organizations; maintain allocation and inventory records, provide inventory planning to prevent being out-of-stock on any items, and provide oral and written reports to CCFC personnel. In addition, pending Department of Finance's approval the Contractor agrees to provide necessary support to allow the Kit and its components or related products to be sold in the future. This includes, but is not limited to, the ability to provide customer service; to allow sales by ~~cash~~ check or money order, purchase order and credit card; account for all monies to be reimbursed to the CCFC; and estimate costs of the foregoing to establish a Kit price based on reimbursement of cost only.

For "Custom Kits", the Contractor agrees to add up to five "Custom Kit" items for any county Commission who wants to customize its Kits.

In addition, the Contractor agrees to alter Kit components upon directions from CCFC personnel in future years. A content review of the Kit components is scheduled for Fall 2003. The result will be recommendations to the CCFC to include "Additional Items" in the Kit contents, probably in the second and third years of the contract. There may also be modifications to the content or design of components or materials, such as changing or adding colors to printed materials, or updating language to reflect law changes or new proven best practices. Last, technology changes may be made during the period of this contract, such as production of DVD's instead of VHS tapes.

CCFC reserves the right not to initiate certain activities under this agreement and reserves the right not to contract for all items or all Kits identified in this agreement. Contractor agrees to meet with CCFC personnel upon their request.

2. The services shall be performed at: (to be determined upon the award of the agreement).
3. The services shall be performed during normal business hours, between 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.
4. The project representatives during the term of this Agreement will be:

State Agency: California Children and Families Commission	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency: California Children and Families Commission	Contractor:
Section/Unit: Administration Division	Section/Unit:
Attention: Myrtle Jones	Attention:
Address: 501 J Street, Suite 530 Sacramento, CA 95814	Address:
Phone: (916) 327-8505	Phone:
Fax: (916) 327-8493	Fax:

EXHIBIT A
(Standard Agreement)

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Attachment 1, titled Detailed Scope of Work.

ATTACHMENT I
(Detailed Scope of Work)

I. Production and/or Procurement: All components of the Kit for New Parents (See Exhibit 1) must be produced and/or procured by the Contractor. All specifications as identified must be followed unless changes are pre-approved by CCFC personnel. For each year of the contract, we expect to produce approximately 250,000 Kits, broken into the approximate distribution below:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
English	162,500	87,000	153,250
Spanish	87,500	46,000	86,250
Korean	0	22,000	5,075
Vietnamese	0	35,000	2,150
Chinese	0	60,000	3,275

Contractor must agree to:

- A. Monitor quality and consistency of production of basic Kit components, including review of all materials and proofs for correctness and agreement with order specifications.
- B. Oversee production, including delivery of proofs to appropriate CCFC personnel for review and final approval prior to production, plus coordinate and complete all corrections.
- C. Provide itemization of Author Alterations (AA's) that may increase costs (Change Order), in writing, to CCFC personnel.
- D. Coordinate press checks with CCFC or authorized agent.
- E. Maintain and archive an electronic copy of each item printed for CCFC, updating the electronic master each time there is a revision to the item. Obtain written authorization for release of CCFC originals to any other requesting agency/office.
- F. Provide warehouse space for a sufficient supply of Kits/components to meet demand and the shipping requirements under the contract.
- G. Print or procure video (or DVD) sleeves in all languages approved by the CCFC.
- H. Relinquish to CCFC, upon request, all camera-ready masters, negatives, original artwork, print ready art or copy, electronic copies, etc.
- I. Produce and/or procure components to assemble 100,000 Kits within the first 90 working days from the fully executed date of the agreement.
- J. Make modifications to components or materials, as authorized by CCFC personnel.

II. Ordering, Assembly, and Shipping: Take orders using various methods; provide for Kit assembly and shipping; provide inventory management and status reports; provide various payment methods, including cash, purchase order and credit card; provide adequate space to assemble and store completed Kits, Kit components and related products until shipped; coordinate with CCFC 1-800 line contractor for individual orders; maintain a customer service line during normal business hours, 8 am to 5 pm Monday through Friday.

Contractor must agree to:

- A. Provide timely and accurate order, inventory and shipping systems. Provide a computer-based system with at least the following functions: Kit component and final finished Kit product inventory control and planning, accounting functions that are pertinent to this contractual agreement, ordering (including orders by sale), and fulfillment management.

ATTACHMENT I
(Detailed Scope of Work)

- B. Provide accurate, timely (weekly, monthly, or ad hoc) reports on any of the information in letter A immediately above for use by CCFC.
- C. Work with CCFC personnel to determine adequate levels of inventory and on the format and information contained in all reports. Provide electronic access to all inventories and shipping system information to CCFC personnel and necessary subcontractors, if needed.
- D. Provide confirmation of custom Kit materials received and inventory for custom Kit materials to each County Commission on a monthly basis.
- E. Provide for assembly of appropriate Kit components in the Kit box in all languages approved by the CCFC, in both basic and custom forms. Assembly of Kit components consists of constructing box; inserting shrink-wrapped series of videos on parenting issues, paper-banded series of brochures, baby book, Parent Guide, Medi-Cal flyer and box packing material, and sealing the box.
- F. Provide multiple methods for ordering, in particular password-protected on-line ordering capabilities, but also including ordering by phone, mail, or fax, using a fill and print/fax/email form. Send confirmation of accepted or amended orders. Provide an automated tickler that sends changes in order or shipping information to affected clients.
- G. Provide a secure, password-enabled Internet website to allow customers to rapidly access their customer account information, so that each customer can place an order on-line, and see up-to-date account information (in a real-time or overnight batching environment), including 1) allocation, 2) orders received to date, 3) pending orders, 4) shipping dates for past orders and pending orders, 5) special shipping instructions. The website must utilize a compatible platform with the computer-based system addressed in letter A to allow for direct transfer of order information from the web-based ordering system to the computer-based order/fulfillment/distribution systems, with the intent of restricting the key data entry of order information to a single time for each Kit order transaction.
- H. Provide for sufficient number of staff to meet all requirements of the contract regardless of variable order and fulfillment requirements.
- I. Ship all orders within a maximum of 10 working days of receipt of the order, using order receipt date to determine shipping sequence, unless other arrangements are made with CCFC personnel or the county commission placing the order.
- J. Provide tracing and tracking for orders, using UPS, Federal Express and US Postal Service systems, including CASS (Coding Accuracy Support System) for address verification/correction.
- K. Coordinate and maintain a successful working relationship with the subcontractor hired to operate CCFC's 1-800 multi-lingual call center. Volume in calls range from 1,200 calls to over 35,000 calls a month. The call staff takes mailing information and language preference information to fulfill individual Kit orders, and transfers callers to other numbers where services offered by CCFC are provided. The Contractor agrees to coordinate efforts with the call center subcontractor, including, receiving daily electronic reports of individual orders to fill; assisting in resolving calls from customers who report not receiving their order, using weekly tracking reports from the call center contractor regarding single-order customers.

EXHIBIT 1

Kit Specifications

SAMPLES OF EACH COMPONENT WILL BE AVAILABLE AT THE PRE-PROPOSAL CONFERENCE.

A. Specifications of Items to be procured:

1) Parents Guide: Procure adequate copies of the most recent California version of the Parents Guide for use in the Kit from UC Berkeley School of Public Health, Center for Community Wellness, at 2140 Shattuck Avenue, 10th floor, Berkeley, CA 94704-1210.

2) Baby book:

Title of Book:	Animals to Count
Author:	Brian Wildsmith
Publisher:	Star Bright Books, New York
Library of Congress:	96-67464 (English)
Catalog Card Number:	96-72563 (Spanish)

3) Box: CORRUGATED BOX WITH LITHO LAMINATE

BOX SPECIFICATIONS: The carton manufacturer is required to work with contractor for the litho sheets to be laminated to the outside of the corrugated box of the New Parents Kit.

A maximum of 10% overruns will be accepted.

Under runs are not acceptable.

Description: Tuck Top, Automatic Bottom, with die-cut handle

Die Chart: See Attachment A

Production Samples: Vendor to provide two constructed samples to be approved before production.

Approx. Size: 11" X 6.5" X 9.5"

Stock: 200 B Flute #3 white inside 26# Medium and 42# Mottled White Inside Liner

- Printing: Laminate single face litho top sheet (which will be supplied by contractor) to Box.
- Sheet Size: 26" X 40"
- Stock: 12 Pt. SBS or C1S (Long Grain) – White
- Ink: 5 Colors plus Aqueous (Face Only)
- Packing: Strapped in Bundles of 12, 4 bundles Per Layer.
12 Layers High, 48@12 = 576 cartons/pallet, use a 40x40 pallet, 2 load tags per pallet.

4) Series of Videos: Series of six VHS videos, close-captioned, in sleeves and shrink-wrapped as a set. Sleeves must be printed to identify video and use First 5 California logo.

VHS VIDEO TAPES and PRINTED SLEEVES:

VHS VIDEO TAPE SPECS

Tape: Grade A, virgin tape

Cassette Cartridge: Standard VHS videocassette with window, Black plastic, all virgin material
(No recycled plastic to be used in shell)

EXHIBIT 1

Master format: Betacam, closed-captioned (6 supplied masters in each language)

Copy format: VHS

Shelf Life: 3 years minimum

Proof: Required prior to production run

Recording: SP Mode

Length: "The First Years Last Forever"	(English)	Run Time: 29:14 Minutes
"Ready To Learn"	(English)	Run Time: 23:55 Minutes
"Quality Child Care"	(English)	Run Time: 26:53 Minutes
"Safe From The Start"	(English)	Run Time: 22:57 Minutes
"Your Healthy Baby"	(English)	Run Time: 24:31 Minutes
"Discipline"	(English)	Run Time: 27:14 Minutes

"The First Years Last Forever"	(Spanish)	Run Time: 29:57 Minutes
"Ready To Learn"	(Spanish)	Run Time: 28:29 Minutes
"Quality Child Care"	(Spanish)	Run Time: 29:28 Minutes
"Safe From The Start"	(Spanish)	Run Time: 27:25 Minutes
"Your Healthy Baby"	(Spanish)	Run Time: 26:56 Minutes
"Discipline"	(Spanish)	Run Time: 30:39 Minutes

Labels: Prints 4/0 (Black + 3 Special Match Spot Colors)

Handwork: Insert VHS videotapes into sleeves, collate into sets of six by language, and shrink-wrap.

Delivery: Ship videotapes inside sleeves, shrink wrapped in sets of six tapes. Shrink-wrap must be at least 50-gauge shrink-wrap material. The language version of each set of tapes must be clearly identifiable on all packaging materials.

VHS VIDEO TAPE SLEEVES – PRINT AND CONSTRUCTION SPECS

A maximum of 10% overruns will be accepted.

No Under runs will be accepted.

Flat size: 9-1/64 x 10-15/16

Stock: 14pt. White C1S

Die line Diagram: See Attachment

Artwork: Electronic files provided (Vendor to impose to desired layout and output to plate)

Proof: Required within 5 business days after receipt of electronic files

Press Check: Optional at customer's discretion;

Vendor to include travel expenses for 2 people to press-check on one business day (no overnight travel)

Color: 4 color process + 3 Special Match Spot Colors + spot UV Coating, one side only

(Note: Spot UV Coating is loose fit and does not register to the color images)

Bindery: Die-cut, fold, and glue (packs flat in bulk by lot)

In addition to or instead of the series of videos, we may choose to switch from video format to DVD format for the series of VHS videos. ~~Please prepare a cost estimate for DVD format as well as for the videos in # 4 above, and create the specifications for the DVD format.~~

5) Series of pamphlets: Series of eight 5.25" X 8.75" pamphlets, 80# Gloss Book Paper; saddle stitch and trim; carton pack, convenient.

"Ready to Learn" English and Spanish 16 page self cover
2/2 (BLK + SPECIAL PMS BLUE/ BLK + SPECIAL PMS BLUE) plus Spot Varnish on front and back cover only.

EXHIBIT 1

"The First Year's Last Forever" English and Spanish 16 page self cover
2/2(BLK + SPECIAL PMS GREEN/ BLK + SPECIAL PMS GREEN) plus Spot Varnish on front and back cover only.

"Quality Child Care" English and Spanish 12 page self cover
2/2(BLK+ SPECIAL PMS RED/ BLK+ SPECIAL PMS RED) plus Spot Varnish on front and back cover only.

"Safe from the Start" English and Spanish 32 page self cover
2/2(BLK + SPECIAL PMS YELLOW/ BLK + SPECIAL PMS YELLOW) plus Spot Varnish on front and back cover only.

"Your Healthy Baby—Feeding
Your Baby in A Healthy Way" English and Spanish 24 page self cover
2/2(BLK + SPECIAL PMS PURPLE/ BLK + SPECIAL PMS PURPLE) plus Spot Varnish on front and back cover only.

"Your Healthy Baby—You
Can Keep Your Baby Healthy" English and Spanish 24 page self cover
2/2(BLK + SPECIAL PMS PURPLE/ BLK + SPECIAL PMS PURPLE) plus Spot Varnish on front and back cover only.

"Your Healthy Baby—To
Have a Healthy Pregnancy" English and Spanish 20 page self cover
2/2(BLK + SPECIAL PMS PURPLE/ BLK + SPECIAL PMS PURPLE) plus Spot Varnish on front and back cover only.

"Discipline" English and Spanish 20 page self cover
2/2(BLK + SPECIAL PMS ORANGE/ BLK + SPECIAL PMS ORANGE) plus Sport Varnish on front and back cover only.

6) Feedback Postcard: 6" X 4.25" White 65# smooth cover; black/black; carton pack each version separately.

7) Filler paper: "2-Ply 50# Recycled Kraft" paper that comes in a roll and is put through a machine that "crinkles" it up to make it bulky.

EXHIBIT 1A

Toothbrush Specifications

1. Oblong circular design to protect against over-insertion into the mouth
2. Bar across circumference of handle to aid in grasping and manipulation of toothbrush
3. Soft, multi-tufted rounded and polished bristles
4. No sharp or protruding edges
5. Made from FDA approved materials

EXHIBIT 2

County Custom Kit Items

<u>County</u>	<u>OSP Kit Number</u>	<u>Pride's Part Numbers</u>	<u>Description</u>	<u>QTY</u>
Sacramento	499300	499C-0001	ENGLISH - ENVELOPE CONTAINING BOOK (WHAT TO DO WHEN YOUR CHILD GETS SICK), AND A RESOURCE GUIDE WITH BROCHURES.	10,000
		499C-0006	ENGLISH-LOOK INSIDE STICKERS	18,000
Sacramento	511300	511C-0001	SPANISH - ENVELOPE CONTAINING BOOK (WHAT TO DO WHEN YOUR CHILD GETS SICK), AND A RESOURCE GUIDE WITH BROCHURES.	2,000
		511C-0006	SPANISH-LOOK INSIDE STICKERS	2,000
Stanislaus	499301	499C-0002	ENGLISH - INFORMATION & REFERRAL REFERENCE CARDS	2,900
Stanislaus	511301	511C-0002	SPANISH - INFORMATION & REFERRAL REFERENCE CARDS	2,000
Butte	499302	499C-0016	ENG-LOCAL RESOURCES/NEW PARENTS *	1,670
Butte	511302	511C-0016	SPAN-LOCAL RESOURCES/NEW PARENTS *	208
Shasta	499303	499C-0003	ENGLISH-PREPACKAGED ENVELOPE	900
Shasta	499303	511C-0003	SPANISH-PREPACKAGED ENVELOPE	100
Napa	499304	499C-0007	ENGLISH-LETTER	750
Napa	511304	511C -0007	SPANISH-LETTER	250
Yuba	499305	499C-0008	ENGLISH-BK WHAT TO DO WHEN YOUR CHILD GETS SICK	767
Yuba	511305	511C-0008	SPANISH-BK WHAT TO DO WHEN YOU CHILD GETS SICK	283
Santa Barbara	499307	499C-0009	ENGLISH-CIRCLE WHEEL 9X4X4 STICKER	3,417
		499C-0010	ENGLISH-FLYER	3,417
Santa Barbara	511307	511C-0009	SPANISH-CIRCLE WHEEL 9X4X4 STICKER	2,277
		511C-0010	SPANISH-FLYER	2,277
Orange	499306	499C-0011	ENGLISH INFO LINK-DIRECTORY OF SERVICES	3,000
Orange	511306	511C-0011	SPANISH INFO LINK-DIRECTORY OF SERVICES	3,000
San Joaquin	499308	499C-0012	ENGLISH BLACK & WHITE TOTE BAG *	6,000
		499C-0013	ENGLISH CFC LOGO STICKER	6,000
		499C-0014	ENGLISH TRI-FOLD RESOURCE GUIDE *	6,000
San Joaquin	511308	511C-0012	SPANISH BLACK & WHITE TOTE BAG *	3,000

Request for Proposal
Kit for New Parents, CCFC 6909
California Children & Families Commission

EXHIBIT 2

		511C-0013	SPANISH CFC LOGO STICKER	3,000
		511C-0014	SPANISH TRI-FOLD RESOURCE GUIDE *	3,000
Los Angeles	499309	499C-0015	ENGLISH BLANKET *	9,000
		499C-0036	ENGLISH RESOURCE SHEET *	6,000
Los Angeles	511309	511C-0015	SPANISH BLANKET *	6,000
		511C-0036	SPANISH RESOURCE SHEET *	4,000
Solano	499310	499C-0017	ENGLISH-THIS SIDE UP T-SHIRT	2,100
		400C-0018	ENGLISH-CAMERS	2,100
		499C-0019	ENGLISH-ACCESS LAMINATED CARD	2,100
Solano	511310	511C-0017	SPANISH-THIS SIDE UP T-SHIRT	800
		511C-0018	SPANISH-CAMERS	800
		511C-0019	SPANISH-ACCESS LAMINATED CARD	800
Madera	499311	499C-0027	ENGLISH T-SHIRT *	275
		499C-0028	ENGLISH GUIDE *	275
Madera	511311	511C-0027	SPANISH T-SHIRT *	175
		511C-0028	SPANISH GUIDE *	175
Humboldt	499312	499C-0020	ENGLISH-T-SHIRT	1,250
		499C--0021	ENGLISH KIDS DIGEST	1,250
		499C-0022	ENGLISH ENVELOPE PACK	1,250
Humboldt	511312	511C-0020	SPANISH-T-SHIRT	150
		511C-0021	SPANISH KIDS DIGEST	150
		511C-0022	SPANISH ENVELOPE PACK	150
Merced	499313	499C-0023	ENGLISH SIPPY CUP	2,435
		499C-0024	ENGLISH SAFETY BOOK	2,435
		499C-0025	ENGLISH PROP 10 BROCHURE	2,435
		499C-0026	ENGLISH REFERRAL NUMBERS	2,435
Merced	499313/511313	499C-0029	ENGLISH & SPANISH	3,650
Merced	511313	511C-0023	SPANISH SIPPY CUP	1,215
		511C-0024	SPANISH SAFETY BOOK	1,215
		511C-0025	SPANISH PROP 10 BROCHURE	1,215
		511C-0026	SPANISH REFERRAL NUMBERS	1,215
Riverside		499C-0031	ENGLISH BOOK MARKER/RESOURCE CARD	10,000
		499C-0032	ENGLISH KAITLYN'S LAW BROCHURE	10,000
		499C-0033	ENGLISH SOCIAL & EMOTIONAL BROCH	10,000
		499C-0034	ENGLISH LET'S GET READY TO READ	10,000
		499C-0035	ENGLISH SAFETY PLUG PACKETS	10,000
Riverside		511C-0031	SPANISH BOOK MARKER/RESOURCE CARD	5,000
		511C-0032	SPANISH KAITLYN'S LAW BROCHURE	5,000
		511C-0033	SPANISH SOCIAL & EMOTIONAL BROCH	5,000

Request for Proposal
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EXHIBIT 2

		511C-0034	SPANISH LET'S GET READY TO READ	5,000
		511C-0035	SPANISH SAFETY PLUG PACKETS	5,000
Fresno		499C-0037	ENGLISH BOOK THAT'S NOT MY TEDDY	9,000
		499C-0038	ENGLISH (FROM PRIDE)	9,000
Fresno		511C-0037	SPANISH BOOK THAT'S NOT MY LION/TEDDY	5,000
		511C-0038	SPANISH (FROM PRIDE)	5,000
Santa Cruz		499C-0039	ENGLISH WIPE OFF MESSAGE BOARD	4,000
		499C-0040	ENGLISH BUNDLE OF LETTERS	4,000
Santa Cruz		511C-0039	SPANISH WIPE OFF MESSAGE BOARD	2,500
		511C-0040	SPANISH BUNDLE OF LETTERS	2,500
VENTURA		499C-0041	ENGLISH MY BABY'S GROWING GUIDE	6,464
VENTURA		511C-0041	SPANISH MY BABY'S GROWING GUIDE	3,476
YOLO	499318		ENGLISH - MEDICINE SPOON-OUTLET PLUGS	1,000
			ENGLISH - BROCHURES-FLIER - MAGNET	1,000
YOLO	511318		SPANISH - MEDICINE SPOON-OUTLET PLUGS	1,000
			SPANISH - BROCHURES-FLIER - MAGNET	1,000
			Total	273,206
			*=SAME FOR ENGLISH & SPANISH	
			499300 511300===SACRAMENTO	
			499301 511301===STANISLAUS	
			499302 511302===BUTTE	
			499303 511303===SHASTA	
			499304 511304===NAPA	
			499305 511305===YUBA	
			499306 511306===ORANGE	
			499307 511307===SANTA BARBARA	
			499308 511308===SAN JOAQUIN	
			499309 511309===LOS ANGELES	
			499310 511310===SOLANO	
			499311 511311===MADERA	
			499312 511312===HUMBOLDT	
			499313 511313===MERCED	
			499314 511314===RIVERSIDE	
			499315 511315===FRESNO	
			499316 511316===SANTA CRUZ	
			499317 511317===VENTURA	
			499318 511318===YOLO	

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment I, titled Cost Proposal, which is attached hereto and made a part of this Agreement.

Eighty percent (80%) of the invoice payment will be made based on the invoice detail. The remaining twenty percent (20%) will be paid to the Contractor upon verification that all Kit orders for the preceding month were shipped subject to the term II. I. in the Scope of Work unless verification is waived by CCFC personnel. Term II. I. states, "Ship all orders within 10 working days of receipt of the order, using order receipt date to determine shipping sequence, unless other arrangements are made with CCFC personnel or the county commission placing the order."

- B. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Children and Families Commission
Attention: Sandy Beck
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

- C. If an invoice is disputed, the Contractor will be notified within seven (7) working days of receipt of the invoice. The Contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to CCFC.
- D. For all expenses claimed, each invoice shall include all documents necessary to support the charges.

2. Budget Contingency Clause

- A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Agreement in any manner.
- B. Contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or the California Children and Families Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any

EXHIBIT B
(Standard Agreement)

other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Travel Reimbursement**

CCFC agrees to reimburse authorized travel and per diem expenses incurred in the performance of services being provided to CCFC. Any necessary travel will NOT exceed State rates and be in accordance with current Department of Personnel Administration (DPA), Section 599.619. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on State travel forms. NO travel outside California will be reimbursed without PRIOR written authorization from CCFC. Any invoices submitted without this referenced information may be returned to the Contractor for further re-processing.

**ATTACHMENT I
COST PROPOSAL**

(TO BE ADDED UPON AWARD OF THE AGREEMENT)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Conflict of Interest

- A. The State intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. If the State becomes aware of a known or suspected conflict of interest, the Contractor or subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor or subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

3. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with California Children and Families Commission, Executive Director within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

4. Subcontractors and Vendors

- A. As used in this Agreement, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of this work under this Agreement may be subcontracted by the Contractor without the express written consent of CCFC. CCFC's acceptance of the subcontractor shall be contingent upon the review and approval of the final written subcontract and the subcontractor's Conflict of Interest Certificate. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The

EXHIBIT D
(Standard Agreement)

Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

7. Confidentiality

- A. All data and information related to CCFC operations, which are designated confidential by CCFC or developed by the Contractor and deemed confidential by CCFC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CCFC paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors shall immediately notify CCFC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless CCFC authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. Lobbying, Political Activities, and Politicians

- A. The Contractor shall not use Agreement funds for direct or indirect lobbying.
 - (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
 - (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.
- B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

EXHIBIT D
(Standard Agreement)

- D. The Contractor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

9. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CCFC.

10. Termination for Convenience

CCFC retains the option to terminate this Agreement without cause at CCFC's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) days prior to such termination date. If CCFC terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of CCFC, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or works in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided according to the procedures in this paragraph shall become the property of CCFC.

11. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section;
- D. Upon the effective date of termination of the Agreement and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations, Agreement, and arrangements with owners of media/PR materials, or others, and shall make available to the State all written information regarding the State's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment;
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which the State has or may acquire an interest.

EXHIBIT D
(Standard Agreement)

12. **Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Copyrights and Ownership of Products

- A. The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all Products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all Products created, provided, or developed under this Agreement, whether or not published or produced, belongs to the State from the moment of creation.
- B. The State retains all rights to use, reproduce, distribute, or display any Products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement Products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- C. At any time the Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the Agreement to include language granting the State the copyright for any Products created, provided, developed, or produced under the Agreement and ownership of any Products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any Products for which the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such Products in any manner for governmental purposes and to have or permit others to do so.
- D. All Products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of CCFC. This notice shall be placed prominently on Products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "California Children and Families Commission". When space does not permit, and with advance approval of CCFC Contract Manager or his/her designee, "California Children and Families Commission may be abbreviated "CCFC".

2. Rights in Data

Notwithstanding any other provision of this Agreement or its Exhibits, Contractor and CCFC understand and agree that the provision entitled "Copyrights and Ownership of Products" governs all ownership right to data files and databases.

3. Release of Products

The Contractor shall not release or disclosed any products created, produced, or developed pursuant to this Agreement to any person, except to contractor personnel, subcontractors, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the products. Products include, but are not limited to, drafts or works in progress. The Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

EXHIBIT E
(Standard Agreement)

4. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

5. Acknowledgements

- A. Contractor shall acknowledge the support of the California Children and Families Commission when publicizing/publishing the work performed under this Agreement.
- B. Works developed with the Agreement funds shall contain an acknowledgement of the use of Proposition 10 funds in the development of materials. The CCFC reserves the right to direct Contractor to include a disclaimer that the contents do not necessarily reflect the position or policy of the CCFC.

6. Pre-Approvals

- A. All major media contact associated with this agreement must be pre-approved by the CCFC.
- B. Creation of Advisory Committees must be pre-approved by the CCFC.
- C. Criteria for the selection of Advisory Committee members must be pre-approved by the CCFC.
- D. Process for and criteria for selection of participating counties or subcontractors must be pre-approved by the CCFC.
- E. Out of State travel not approved in the original Budget and/or Scope of Work must be pre-approved for reimbursement.
- F. Participation in conferences or workshops related to this project and/or presentations related to this project, at conferences or workshops, must be submitted to and received by the CCFC Contracts Manager for review and written comment at least fourteen (14) days before the release of said presentations. Similarly, articles for publication associated with this agreement must be submitted to the CCFC.
- G. The evaluation plan and its design must be pre-approved by the CCFC.
- H. All county commission surveys must be pre-approved by the CCFC.
- I. All changes in professional project personnel must be pre-approved by the CCFC.

7. Annual and Final Program Evaluation Report

- A. The Contractor must submit an Annual Progress Report to CCFC no later than September 15 of each year, for Agreement work performed during the previous State Fiscal Year (July 1 - June 30). The report shall be developed using the **CCFC Annual Program Evaluation Guidelines** (available at www.ccfc.ca.gov <<http://www.ccfc.ca.gov>>) or other guidelines provided by CCFC to describe items such as, the progress toward, and the achievement of, program goals and objectives, and the measurement of specific results through appropriate reliable indicators (Health and Safety Code Section 130150). Unless CCFC specifies otherwise, the Annual Progress Report should be aligned with the "Results" adopted by the CCFC. View at www.ccfc.ca.gov <<http://www.ccfc.ca.gov>>.
- B. The Contractor must submit an Interim Status Report no later than February 15, for Agreement work performed between July 1 and December 31 of the prior year. In addition, the contractor must submit a Final report to CCFC with submission of the final invoice after the end of the contract period, using the **Final Program Evaluation Report Guidelines** (available at www.ccfc.ca.gov <<http://www.ccfc.ca.gov>>) or other guidelines provided by CCFC and shall at a minimum, describe program highlights, evaluation findings, whether the intended results were achieved, as well as final budget and expenditures.

EXHIBIT E
(Standard Agreement)

8. Equipment Purchased with State Funds

Any equipment or software acquired for the purpose of performing the contracted services will be acquired by the Contractor with approval from CCFC. Further, the contractor agrees to retain title, ownership, and control of such acquisitions, and CCFC will take no interest in such equipment after performance is completed and the Agreement is terminated.

9. Disabled Veteran Business Enterprise Requirements

The Contractor agrees to provide verification, in a form agreed to by the State, that DVBE subcontractor participation under this Agreement is in compliance with the goals specified at the time of award of the contract, or with any subsequent amendment. At the request of CCFC, the Contractor agrees to provide a list of invoices, dates paid, and amounts paid to the DVBE subcontractor's.

10. Right to Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

11. Forced, Convict, and Indentured Labor

"No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the contract."

This requirement does not apply to public works contracts.

12. Workers' Compensation

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.